

AMENDMENT

It is agreed by and between the State of Vermont, Department of Vermont Health Access (hereafter called the "State") and Barbara Groff dba Groff Consulting Group (hereafter called the "Contractor") that the contract on the subject of providing Expansion and Quality Improvement Facilitator services, effective November 22, 2013, is hereby amended effective October 16, 2014, as follows:

1. By deleting Section 3 (Maximum Amount) on page 1 of 22 of the base agreement, and substituting in lieu thereof the following Section 3:

3. **Maximum Amount.** In consideration of the services to be performed by Contract, the State agrees to pay Contractor, in accordance with the payment provisions specified in Attachment B, a sum not to exceed \$177,095.

2. By deleting Section 4 (Contract Term) on page 1 of 22 of the base agreement, and substituting in lieu thereof the following Section 4:

4. **Contract Term.** The period of the Contractor's performance shall begin on November 22, 2013 and end on October 31, 2015. This contract may be renewed for an additional one (1), one (1) year term beyond the original term of this contract as agreed by both parties.

3. By adding Section 9 (Contacts for this Award) the following:

9. **The contacts for this award are as follows:**

	<u>State Fiscal Manager</u>	<u>State Program Manager</u>	<u>For the Contractor</u>
Name:	Natalie Elvidge	Jenney Samuelson	Barbara Groff
Phone #:	802-879-7956	802-872-7532	503-508-0081
E-mail:	Natalie.Elvidge@state.vt.us	Jenney.Samuelson@state.vt.us	bjgroff_stc@yahoo.com

4. By deleting the Attachment B (Payment Provisions) on page 5 of 22 of the base agreement, and substituting in lieu thereof the Attachment B:

ATTACHMENT B PAYMENT PROVISIONS

The maximum dollar amount payable under this agreement is not intended as any form of a guaranteed amount. The Contractor will be paid for products or services actually performed as specified in Attachment A up to the maximum allowable amount specified in this agreement. State of Vermont payment terms for this contract are Net 00 days from receipt date of invoice. The payment schedule for delivered products, or rates for services performed, and any additional reimbursements, are included in this attachment. The following provisions specifying payments are:

1. Contractor invoices shall be submitted monthly and shall include the following line items:

Facilitation

The Contractor shall invoice the State \$6,030 per month for facilitation and technology based on reporting requirements outlined in the scope of work. The maximum allowable amount of \$6,030 includes the actual cost of a cellular data plan for an iPad not to exceed \$30 per month

Milestones

In addition to the monthly payments, milestone payments of up to \$9,500, for which the Contractor can invoice the State at any point during the Contract period, will be paid as follows:

- Completion of a Patient Centered Care PDSA (incorporation of shared decision making, self-management support, panel management, or mental health and substance abuse treatment into clinical practice): \$500 per practice.
- Documentation of the workflow and referral protocols in the primary care practice or specialty for the CHT: \$500 (only one payment per practice).
- Completion of a learning collaborative for which the Contractor led or was a member of the planning team: \$1,000.
- Successful completion of training and mentorship for 9 months: \$1,000.
- NCQA recognition (initial survey or rescoring): \$500 per practice.
- Attested DocSite connection and demonstrated use of reports: \$1,000 per practice.

Travel and Training

The Contractor may invoice the State for actual miles traveled to and from in-person meetings with assigned practices outside the Chittenden County HSA and facilitator meetings at the most current State mileage reimbursement rate.

The Contractor will invoice the State monthly for the actual expenses incurred for approved training, consultation and travel. Mileage expense for use of personal vehicles will be reimbursed at the current State rate. Meals will be reimbursed as actual expenses up to the current State rate.

The Contractor shall submit to the State for prior approval the Vermont Blueprint for Health Travel and Flexible Funding (Appendix I- Required Forms) before commencing travel for non-recurring meetings under this contract.

Training and travel expenses will not exceed \$4,000 during the contract time period.

2. No benefits or insurance will be reimbursed by the State.
3. Invoices shall reference this contract number, include date of submission, invoice number, and amount billed for each budget line and total amount billed.
4. Invoices and reports (Appendix I) should reference this contract number and be submitted electronically to:

Jenney Samuelson
Jenney.Samuelson@state.vt.us

Natalie Elvidge
Natalie.Elvidge@state.vt.us

5. The State reserves the right to withhold part or all of the contract funds if the State does not receive timely documentation of the successful completion of contract deliverables.
6. As a Subrecipient of federal funds, the recipient is required to adhere to the following federal regulations as well as any other applicable federal regulations or guidelines specific to the funding of which support this grant agreement:

A-110: "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations" (OMB Circular A-110);

A-122: "Cost Principles for Non-Profit Organizations" (OMB Circular A-122); and

A-133: "Audits of States, Local Governments and Non-Profit Organizations" (OMB Circular A-133)

2 CFR Chapter I, Chapter II, Part 200, et al.: "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Final Rule"

<http://www.gpo.gov/fdsys/pkg/FR-2013-12-26/pdf/2013-30465.pdf>.

These circulars may be found on the Office of Management and Budget website at: <http://www.whitehouse.gov/omb/circulars/index.html>.

7. Payments for the period of 11/1/2014 to 10/31/2015 shall not exceed \$85,860.

Budget

Contract Period Beginning November 22, 2013 ending October 31, 2014

Facilitation	\$72,000
Milestones	\$8,000
Training and Travel	\$10,000
Technology	\$1,235
	\$91,235

Contract Period Beginning November 1, 2014 ending October 31, 2015

Facilitation	\$72,360
Milestones	\$9,500
Training and Travel	\$4,000
	\$85,860

5. By deleting Attachment C (Customary Provisions) on page 7 of 22, and substituting in lieu thereof the following Attachment C, beginning on page 5, revised 9/3/2014:

6. By adding Appendix I (Required Forms), beginning on page 9:

This amendment consists of 11 pages. Except as modified by this amendment and any previous amendments, all provisions of this contract, (#25620) dated November 22, 2013 shall remain unchanged and in full force and effect.

**STATE OF VERMONT
AMENDMENT TO PERSONAL SERVICES CONTRACT
BARBARA GROFF**

**PAGE 4 OF 10
CONTRACT #25620
AMENDMENT #1**

**STATE OF VERMONT
DEPARTMENT OF VERMONT HEALTH ACCESS**

**CONTRACTOR
BARBARA GROFF**

MARK LARSON, COMMISSIONER DATE
312 Hurricane Lane, Suite 201
Williston, VT 05495-2087
Phone: 802-879-5901
Email: Mark.Larson@state.vt.us
AHS/DVHA

BARBARA GROFF DATE
12 Circle Drive
Essex VT 05452
Phone: 503-508-0081 (cell)
Email: bjgroff_stc@yahoo.com
CONTRACTOR

ATTACHMENT C
STANDARD STATE PROVISIONS FOR CONTRACTS AND GRANTS

1. **Entire Agreement:** This Agreement, whether in the form of a Contract, State Funded Grant, or Federally Funded Grant, represents the entire agreement between the parties on the subject matter. All prior agreements, representations, statements, negotiations, and understandings shall have no effect.
2. **Applicable Law:** This Agreement will be governed by the laws of the State of Vermont.
3. **Definitions:** For purposes of this Attachment, "Party" shall mean the Contractor, Grantee or Subrecipient, with whom the State of Vermont is executing this Agreement and consistent with the form of the Agreement.
4. **Appropriations:** If this Agreement extends into more than one fiscal year of the State (July 1 to June 30), and if appropriations are insufficient to support this Agreement, the State may cancel at the end of the fiscal year, or otherwise upon the expiration of existing appropriation authority. In the case that this Agreement is a Grant that is funded in whole or in part by federal funds, and in the event federal funds become unavailable or reduced, the State may suspend or cancel this Grant immediately, and the State shall have no obligation to pay Subrecipient from State revenues.
5. **No Employee Benefits For Party:** The Party understands that the State will not provide any individual retirement benefits, group life insurance, group health and dental insurance, vacation or sick leave, workers compensation or other benefits or services available to State employees, nor will the state withhold any state or federal taxes except as required under applicable tax laws, which shall be determined in advance of execution of the Agreement. The Party understands that all tax returns required by the Internal Revenue Code and the State of Vermont, including but not limited to income, withholding, sales and use, and rooms and meals, must be filed by the Party, and information as to Agreement income will be provided by the State of Vermont to the Internal Revenue Service and the Vermont Department of Taxes.
6. **Independence, Liability:** The Party will act in an independent capacity and not as officers or employees of the State.

The Party shall defend the State and its officers and employees against all claims or suits arising in whole or in part from any act or omission of the Party or of any agent of the Party. The State shall notify the Party in the event of any such claim or suit, and the Party shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit.

After a final judgment or settlement the Party may request recoupment of specific defense costs and may file suit in Washington Superior Court requesting recoupment. The Party shall be entitled to recoup costs only upon a showing that such costs were entirely unrelated to the defense of any claim arising from an act or omission of the Party.

The Party shall indemnify the State and its officers and employees in the event that the State, its officers or employees become legally obligated to pay any damages or losses arising from any act or omission of the Party.

7. **Insurance:** Before commencing work on this Agreement the Party must provide certificates of

insurance to show that the following minimum coverages are in effect. It is the responsibility of the Party to maintain current certificates of insurance on file with the state through the term of the Agreement. No warranty is made that the coverages and limits listed herein are adequate to cover and protect the interests of the Party for the Party's operations. These are solely minimums that have been established to protect the interests of the State.

Workers Compensation: With respect to all operations performed, the Party shall carry workers' compensation insurance in accordance with the laws of the State of Vermont.

General Liability and Property Damage: With respect to all operations performed under the contract, the Party shall carry general liability insurance having all major divisions of coverage including, but not limited to:

Premises - Operations
Products and Completed Operations
Personal Injury Liability
Contractual Liability

The policy shall be on an occurrence form and limits shall not be less than:

\$1,000,000 Per Occurrence
\$1,000,000 General Aggregate
\$1,000,000 Products/Completed Operations Aggregate
\$ 50,000 Fire/ Legal/Liability

Party shall name the State of Vermont and its officers and employees as additional insureds for liability arising out of this Agreement.

Automotive Liability: The Party shall carry automotive liability insurance covering all motor vehicles, including hired and non-owned coverage, used in connection with the Agreement. Limits of coverage shall not be less than: \$1,000,000 combined single limit.

Party shall name the State of Vermont and its officers and employees as additional insureds for liability arising out of this Agreement.

Professional Liability: Before commencing work on this Agreement and throughout the term of this Agreement, the Party shall procure and maintain professional liability insurance for any and all services performed under this Agreement, with minimum coverage of \$1,000,000 per occurrence, and \$1,000,000 aggregate.

8. **Reliance by the State on Representations:** All payments by the State under this Agreement will be made in reliance upon the accuracy of all prior representations by the Party, including but not limited to bills, invoices, progress reports and other proofs of work.
9. **Requirement to Have a Single Audit:** In the case that this Agreement is a Grant that is funded in whole or in part by federal funds, the Subrecipient will complete the Subrecipient Annual Report annually within 45 days after its fiscal year end, informing the State of Vermont whether or not a Single Audit is required for the prior fiscal year. If a Single Audit is required, the Subrecipient will submit a copy of the audit report to the granting Party within 9 months. If a single audit is not required, only the Subrecipient Annual Report is required.

For fiscal years ending before December 25, 2015, a Single Audit is required if the subrecipient expends \$500,000 or more in federal assistance during its fiscal year and must be conducted in accordance with OMB Circular A-133. For fiscal years ending on or after December 25, 2015, a Single Audit is required if the subrecipient expends \$750,000 or more in federal assistance during its fiscal year and must be conducted in accordance with 2 CFR Chapter I, Chapter II, Part 200, Subpart F. The Subrecipient Annual Report is required to be submitted within 45 days, whether or not a Single Audit is required.

- 10. Records Available for Audit:** The Party shall maintain all records pertaining to performance under this agreement. "Records" means any written or recorded information, regardless of physical form or characteristics, which is produced or acquired by the Party in the performance of this agreement. Records produced or acquired in a machine readable electronic format shall be maintained in that format. The records described shall be made available at reasonable times during the period of the Agreement and for three years thereafter or for any period required by law for inspection by any authorized representatives of the State or Federal Government. If any litigation, claim, or audit is started before the expiration of the three year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.
- 11. Fair Employment Practices and Americans with Disabilities Act:** Party agrees to comply with the requirement of Title 21 V.S.A. Chapter 5, Subchapter 6, relating to fair employment practices, to the full extent applicable. Party shall also ensure, to the full extent required by the Americans with Disabilities Act of 1990, as amended, that qualified individuals with disabilities receive equitable access to the services, programs, and activities provided by the Party under this Agreement. Party further agrees to include this provision in all subcontracts.
- 12. Set Off:** The State may set off any sums which the Party owes the State against any sums due the Party under this Agreement; provided, however, that any set off of amounts due the State of Vermont as taxes shall be in accordance with the procedures more specifically provided hereinafter.
- 13. Taxes Due to the State:**
 - a. Party understands and acknowledges responsibility, if applicable, for compliance with State tax laws, including income tax withholding for employees performing services within the State, payment of use tax on property used within the State, corporate and/or personal income tax on income earned within the State.
 - b. Party certifies under the pains and penalties of perjury that, as of the date the Agreement is signed, the Party is in good standing with respect to, or in full compliance with, a plan to pay any and all taxes due the State of Vermont.
 - c. Party understands that final payment under this Agreement may be withheld if the Commissioner of Taxes determines that the Party is not in good standing with respect to or in full compliance with a plan to pay any and all taxes due to the State of Vermont.
 - d. Party also understands the State may set off taxes (and related penalties, interest and fees) due to the State of Vermont, but only if the Party has failed to make an appeal within the time allowed by law, or an appeal has been taken and finally determined and the Party has no further legal recourse to contest the amounts due.

14. Child Support: (Applicable if the Party is a natural person, not a corporation or partnership.) Party states that, as of the date the Agreement is signed, he/she:

- a. is not under any obligation to pay child support; or
- b. is under such an obligation and is in good standing with respect to that obligation; or
- c. has agreed to a payment plan with the Vermont Office of Child Support Services and is in full compliance with that plan.

Party makes this statement with regard to support owed to any and all children residing in Vermont. In addition, if the Party is a resident of Vermont, Party makes this statement with regard to support owed to any and all children residing in any other state or territory of the United States.

15. Sub-Agreements: Party shall not assign, subcontract or subgrant the performance of this Agreement or any portion thereof to any other Party without the prior written approval of the State. Party also agrees to include in all subcontract or subgrant agreements a tax certification in accordance with paragraph 13 above.

16. No Gifts or Gratuities: Party shall not give title or possession of any thing of substantial value (including property, currency, travel and/or education programs) to any officer or employee of the State during the term of this Agreement.

17. Copies: All written reports prepared under this Agreement will be printed using both sides of the paper.

18. Certification Regarding Debarment: Party certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, neither Party nor Party's principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in federal programs, or programs supported in whole or in part by federal funds.

Party further certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, Party is not presently debarred, suspended, nor named on the State's debarment list at: <http://bgs.vermont.gov/purchasing/debarment>

19. Certification Regarding Use of State Funds: In the case that Party is an employer and this Agreement is a State Funded Grant in excess of \$1,001, Party certifies that none of these State funds will be used to interfere with or restrain the exercise of Party's employee's rights with respect to unionization.

[illegible]

Vermont Blueprint for Health Travel and Flexible Funding Request Form (complete and obtain Blueprint Assistant Director approval in advance of expenditure)				
Facilitator Name				
Description of Expense (attach supporting documentation such as meeting agenda for training expense; scope of work, work plan, timeline and budget for expense)				
How does the flexible spending project, travel or training relate to Blueprint work in your health service area?				
Project or Training Start Date				
Project or Training End Date				
Person Traveling (if applicable)		Indicate Traveler's Role (check one): <input type="checkbox"/> Project Manager <input type="checkbox"/> Practice Facilitator <input type="checkbox"/> CHT Staff <input type="checkbox"/> Practice Staff <input type="checkbox"/> SASH Staff <input type="checkbox"/> Other (describe)		
First Name				
Last Name				
Degree/Certification				
Job Title				
Work Address				
Email				
Work Phone				
Cell Phone				
Fax Number				
Signature		Date Signed		
Estimated Costs				
Flexible Spending Project Expense (attach budget)				
Type of Expense	Brief Description of Expense	Unit Expense	Number of Units (days, miles, materials or other units)	Total Expense
Expense for Training Hosted by Health Service Area				
Speaker's Fees		\$0.00		\$0.00
Room Rental		\$0.00		\$0.00
Materials		\$0.00		\$0.00
Miscellaneous		\$0.00		\$0.00
Expense for Training Offered by Other Organizations				
Tuition		\$0.00		\$0.00
Airfare		\$0.00		\$0.00
Ground Transportation		\$0.00		\$0.00
Mileage		\$0.560		\$0.00
Lodging Per Night		\$0.00		\$0.00
Meals and Tips		\$0.00		\$0.00
Miscellaneous		\$0.00		\$0.00
			Grand Total	\$0.00
For allowable meals and mileage rates, please refer to Bulletin 3.4 - Reimbursement for Travel Related Expenses 				